# REORGANIZATION PLAN FOR RECO APR 2 1 2010 ALTERNATIVE ORGANIZATIONAL STRUCTURE SUBMITTAL SHEET

School Administrative Units Included in APPROVED Notice of Intent	School Administrative Units Submitting Reorganization Plan (Each municipality in a School Union must be indicated separately)
EAST RANGE II CSD	EAST RANGE II CSD
MSAD 30	MSAD 30
BAILEYVILLE	BAILEYVILLE
COOPER	COOPER
GRAND LAKE STREAM	GRAND LAKE STREAM
MEDDYBEMPS	MEDDYBEMPS
PRINCETON	PRINCETON
TALMADGE	TALMADGE
WAITE	WAITE
LAKEVILLE PLT.	LAKEVILLE PLT.
CARROLL PLT.	CARROLL PLT.
DREW PLT.	DREW PLT.
MACWAHOC PLT.	MACWAHOC PLT.
REED PLT.	REED PLT.

### Contact Information:

RPC Chair

Name:

Clifford McPhee

Address:

P.O. Box 563

Baileyville, ME 04694

Telephone: 207-427-3983

email:

Date Plan Submitted:

April 12, 2010

Proposed Alternative Organizational Structure Operational Date: <u>July 1, 2010</u>

	•	
Septem Mallet	4 15 10 Date	MSAD 30
Signature Title	Date	SAU
Signature/Title	4-14-10 Date	EAST RANGE II CSD
Ellas mcPher		SAU
Signature/Title	9 - 101 - 2010 Date	BAILEYVILLE SAU
Signature/Title	Opr 14 2010  Date	COOPER
· · · · · · · · · · · · · · · · · · ·		SAU
Signature/Title Wlast	4 15 10 Date	GRAND LAKE STREAM SAU
Signature/Title	4-12-10	MEDDYBEMPS
1/ 1/-	Date	SAU
Signature/Title Welstwatte	<u>4-14-10</u> Date	PRINCETON SAU
Robin Follott	11 11 175	
Signature/Title	<u> 4-14-10</u>	TALMADGE SAU
tawa KPhups Signaturo/Title	14-14-10 Date	WAITE
Signature/Title	Date	SAU
Sudulf hernor	4-/4-10 Date	LAKEVILLE PLT.
	Date	SAU
Signature/Title. Carrys bell	4-14-10 Date	CARROLL PLT.
KINDLY Lee Signature/Title	4-15-10	
Signature/Title	Date	DREW PLT.
24 00		enc
Sassur J. front	4-15-10	MACWAHOC PLT.
Michael	Date	SAU
- HUMUN HUSUN	4-110-10	REED PLT.
Signature/Title	Date	SAU

## Reorganization Plan for Alternative Organizational Structure Cover Sheet (Please attach Reorganization Plan as Exhibit A)

Required Elements							
Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	්ය Progress	Not Yet Started	Identified Barrier	Need Assistance <sup>3</sup>
3.A(1)	SAUs included in Alternative Organizational Structure		[X]				
	(AOS)					r T	
3.A(2) .	Size of governing body		N N N N N N N N N N N N N N N N N N N			H	_ <u>  </u>
,	Composition of governing body		- <del>  </del>   -	┝┾╌			╫
	Apportionment of governing body			┝╌┼╌	F	H	
3.A(3)	Method of voting of the governing body			H			┝┼┼
3.A(4)	Composition of local school committees		<del> </del>	╁┾┽╴			H
	Powers of local school committees			┞\		<u> </u>	┝╍╞╪╌
	Duties of local school committees		-6-	<del>   </del>			
3.A(5)	Disposition of real & personal school property				<b>_</b>	_ لبيا_	
3.A(6)	Disposition of existing school indebtedness		X				
	(if not using provisions of section 1506)	-					<del> </del>
	Disposition of lease-purchase obligations		X		$\mid \; \sqcup \; \mid$		
	(if not using provisions of section 1506)	-	X	1	1-1-		
3.A(7)	Assignment of school personnel contracts	-	X X	╁╠╬╌	H		<b>─</b> ──
	Assignment of school collective bargaining agreements	-	文		1		
}	Assignment of other school contractual obligations	-		<u> </u>			
3.A(8)	Disposition of existing school funds and existing financial		X			$\mid \sqcup \mid$	
	obligations Transition plan that addresses the development of a budget	-	/-		F1		<b> </b>
3.A(9)			X				
	for the first school year  Transition plan that addresses interim personnel policies		X				
3 1 (10)	Documentation of the public meeting(s) held to prepare or		-,				
3.A(10)	review reorganization plan		X				
3.A(11)	Explanation of how units that approve reorganization plan		XI				
Jan Kill	will proceed if one or more units do not approve the plan			اسا		<u> </u>	<u> </u>
3.A(12)	Estimate of cost savings to be achieved		X				1
3.A(13)	Such other matters as the governing bodies of the school						
	administrative units in existence on the effective date of	V					
	this chapter may determine to be necessary				1		<u> </u>

1 of 4

Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

Parameters for Plan Development							
	t datasetta to a			T			
Law Reference Rem Number Sub- Chapter 2	ltem .	NA	Complete	In Progress	Not Yet Started	fdentified Barrier	Need Assistance <sup>4</sup>
3.B(1)	Enrollment meets requirements		区				
Sec. XXXX-36, Parameter B	(2,500 except where circumstances justify an exception)  When viewed in conjunction with surrounding proposed units, may not result in one or more municipalities being denied the		ß.				
3.B(2)	option to join an RSU  Comprehensive programming for all students grades K – 12		X				
	Includes at least one publicly supported high school  Consistent with policies set forth in section 1451		X XJ				
3.B(3)							
3.B(4)	No displacement of teachers  No displacement of students		X X				
	No closures of schools existing or operating during school year immediately preceding reorganization, except as nermitted under section 1512		(X)	П			
Sec. XXXX-36, Parameter F	The plan must address how the school administrative unit will reorganize administrative functions, duties and non-instructional personnel so that the projected expenditures of the reorganized school unit in fiscal year 2008-2009 for system administration, transportation, special education and		ďŻ				
	facilities and maintenance will not have an adverse impact on the instructional program <sup>6</sup>						
Sec. XXXX-36, 2.C	A notice of intent to engage in planning and negotiations with other school administrative units for the purpose of developing a reorganization plan to form an alternative		Ø				
2.C(1)	organizational structure  A school administrative unit may be designated by the commissioner as part of an AOS. The commissioner may designate an SAU as part of an AOS if the commissioner finds						
	that the proposed organizational structure will result in: Consolidation of system administration	-				十二	
	Consolidation of special education administration, transportation administration and administration of business functions including accounting, reporting, payroll, financial management, purchasing insurance and auditing		図				
	Adoption of a core curriculum and procedures for standardized testing and assessment aligned with the system of learning results established in Title 20-A, section 6209	_ ,	蹴				
	Adoption of consistent school policies and school calendars and a plan for consistent collective bargaining agreements		[X				
	A plan for an AOS may include a collaborative agreement under chapter 114 and must include an interlocal agreement under Title 30-A, chapter 115. The plan must include procedures for conducting a kindergarten through grade 12 budget approval pursuant to subparagraph (2)		X				

Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.
 Please explain what assistance you need to complete this portion of your plan, and state from whom you need

assistance, on page 3.

5 Please note in the Exceptions to 2500 minimum section on next page

This requirement is only for those who plan to be operational as an AOS in fiscal year 2008-2009, in accordance with a Reorganization Plan that is approved by the Commissioner and by the voters.

2.C(2)	The budget procedures of members of an AOS must conform to the format and referendum procedures set forth in sections 1485 and 1486 for regional school units except for the time limits pursuant to section 1486, subsection 2. The budget validation referendum for all members of the AOS must be		凤			
	Collaborative Agreements	., .			Yes	No No
Does your p	olan currently include information/documentation on collaborative agreed, but encouraged)	cement	<del>,</del> 7		X	

Exceptions to 2,500 minimum

Actual number of students (10/1/2006) for which the SAU is fiscally responsible: 984 http://www.maine.gov/education/enroll/aproct/resident.html

Exception	Exception Claimed in Plan		on Provided? as Exhibit B)
•		Yes	No
Geography			
Demographics			
Economics		누==	
Transportation			
Population Density			
Other Unique Circumstances	TQ		

#### REORGANIZATION PLAN

### **ALTERNATIVE ORGANIZATION STRUCTURE (AOS)**

#### **AOS NAME:**

### **EASTERN MAINE AREA SCHOOL SYSTEM (EMASS)**

Plan to Reorganize as an Alternative Organizational Structure.

School Administrative Units (SAUs) submitting:

### Contact information:

Clifford McPhee, Reorganization Planning Committee Chairman E. Barry McLaughlin, Superintendent: (School Union 107) 427-6913 Baileyville School Department Cooper School Department Grand Lake Stream School Department Meddybemps School Department Princeton School Department Talmadge School Department Waite School Department Michael Lambert, Superintendent: (MSAD 30, School Union 110) 738-2665 MSAD 30 Carroll Plt. School Department Drew Plt. School Department Lakeville Plt. School Department Macwahoc Plt. School Department Reed Plt. School Department William Dobbins, Superintendent (MSAD 14, Union 108, E Range CSD II) 448-7235

Date Submitted by SAUs: April 21, 2010

East Range II CSD

Proposed operational date: July 1, 2010

## 3. A (1) The Member Units (collectively referred to as the "Units") of School Administration to be included in the Proposed Eastern Maine Area School System (EMASS):

East Range II CSD

MSAD 30

Baileyville School Department

Cooper School Department

Grand Lake Stream School Department

Meddybemps School Department

Princeton School Department

Talmadge School Department

Waite School Department

Carroll Plt. School Department

Drew Plt. School Department

Lakeville Plt. School Department

Macwahoc Plt. School Department

Reed Plt. School Department

### 3. A (2) The Size, Composition and Apportionment of the Governing Body:

The Eastern Maine Area School System shall be governed by an Alternative Organizational Structure (AOS) School Board consisting of representatives of the School Boards of each of the Units (East Range II CSD, MSAD 30, Baileyville, Cooper, Grand Lake Stream, Meddybemps, Princeton, Talmadge, Waite, Carroll Plt., Drew Plt., Lakeville, Macwahoc Plt., Reed Plt.).

The School Board of each town located within the AOS shall choose from its membership the representatives to the AOS School Board to which that School Board is entitled.

Member School Unit	Number of Representatives
East Range II CSD	1
MSAD 30	2
Baileyville School Department	2
Cooper School Department	1
Grand Lake Stream School Department	1
Meddybemps School Department	1
Princeton School Department	1
Talmadge School Department	1
Waite School Department	1
Carroll Plt. School Department	1
Drew Plt. School Department	1
Lakeville Plt. School Department	1
Macwahoc Plt. School Department	1
Reed Plt. School Department	<u>1</u>
	16

### 3. A (3) The Method of Voting of the Governing Body:

The AOS school board shall use the weighted voting method. Until the next Federal Decennial Census, each member's voting power shall be proportionate to the population of that member's municipality as shown below:

Member School Unit/Municipality	2008 Est. Federal Decennial Census	% of Population	Total Votes	Number of Directors	Number of Votes Per Director	% of Voting Power per Director	Total Votes by Municipality
East Range II CSD	224	4.2%	224	1	224	4.2%	224
MSAD 30	1657	30.8%	1657	2	829	15.4%	1658
Baileyville	1554	28.9%	1554	2	777	14.5%	1554
Cooper	134	2.5%	134	1	134	2.5%	134
Grand Lake Stream	137	2.5%	137	1	137	2.5%	137
Meddybemps	148	2.8%	148	1	148	2.8%	148
Princeton	817	15.2%	817	1	817	15.2%	817
Talmadge	64	1.2%	64	1	64	1.2%	64
Waite	97	1.8%	97	1	97	1.8%	97
Carroll Plt.	138	2.6%	138	1	138	2.6%	138
Drew Plt.	55	1.0%	55	1	55	1.0%	55
Lakeville	60	1.1%	60	1	60	1.1%	60
Macwahoc Plt.	93	1.7%	93	1	93	1.7%	93
Reed Plt.	197	3.7%	197	1	197	3.7%	197
Total:	5375	100%	5375	16			

The total votes cast by the directors of a municipality must equal the total population of the municipality. Thus, the plan is in compliance with the one man – one vote principle. A quorum for meetings shall consist of a majority of members in number and voting power, excluding vacancies.

### 3. A (4) The Composition, Powers and Duties of Local School Boards:

The composition, powers and duties of the school boards (East Range II CSD, MSAD 30, Baileyville, Cooper, Grand Lake Stream, Meddybemps, Princeton, Talmadge, Waite, Carroll Plt., Drew Plt., Lakeville, Macwahoc Plt., Reed Plt.) of the Member School Units will remain

unchanged except as specifically modified by the attached Inter-local Agreement or as otherwise provided in this plan.

### 3. A (5) The Disposition of Real and Personal School Property:

All real and personal school property of the Member School Units will remain with them. All other real and personal property of the Member School Units of School Union 107 and MSAD 30 Central Offices will be transferred to the Eastern Maine Area School System.

### 3. A (6)The Disposition of Existing School Indebtedness and Lease/Purchase Agreements

The indebtedness and lease/purchase obligations of the Member School Units will remain with them, except that lease/purchase obligations relating to the Member School Units of School Union 107 and MSAD 30 Central Offices will be transferred to the Eastern Maine Area School System.

### 3. A (7)The Assignment of School Personnel Contracts, School Collective Bargaining Agreements and other School Contractual Obligations:

All Member School Unit Central Office staff, personnel contracts and other contractual obligations will be transferred to the Eastern Maine Area School System (EMASS). All other personnel contracts, school collective bargaining agreements and school contractual agreements of the Member School Units will remain with them.

## 3. A (8) The Disposition of Existing School Funds and Existing Financial Obligations, Including Undesignated Fund Balances, Trust Funds, Reserve Funds, and other Funds Appropriated for School Purposes:

All existing school funds and existing financial obligations of the Member School Units will remain with them.

### 3 A (9) A Transition Plan That Addresses the Development of a Budget for the First School Year of the Reorganized Unit and Internal Personnel Polices:

The Eastern Maine Area Reorganization Planning Committee shall dissolve on the date that a School Reorganization Plan is approved by the voters of Member School Units with at least 700 pupils based on the October 1, 2006 subsidizable resident pupil counts. The Eastern Maine Area School System School Board shall be appointed and shall develop the budget for the Eastern Maine Area School System for FY 2010 - 11. The Eastern Maine Area School System budget for FY 2010 -11 shall be adopted at an AOS budget meeting in accordance with the budget meeting procedure applicable to regional school units as provided in the Inter-local Agreement (see Exhibit A). The Eastern Maine Area School System shall employ the Eastern

Maine Area School System Superintendent and make all necessary decisions in order for the Eastern Maine Area School System to become operational on July 1, 2010. The current Baileyville School Department personnel policies shall serve as the interim policies for the Eastern Maine Area School System.

### 3. A (10) All Reorganization Planning Committee Meetings Are Public:

The Reorganization Planning Committee met to develop a Reorganization Plan on the following dates: September 13, 2007, November 15, 2007, March 30, 2008, May 1, 2009 and April 14, 2010 (Exhibit B). A public hearing will be held in each of the 13 towns in the proposed Eastern Maine Area School System to explain the Reorganization Plan prior to the referendum vote.

## 3. A (11) An Explanation Of How Units That Approve the Reorganization Plan Will Proceed If One Or More Of The Proposed Members Of The Regional School Unit Fail to Approve the Plan:

If the School Reorganization Plan which incorporates the attached Inter-local Agreement is approved by the voters of Member School Units with an October 1, 2006 subsidizable resident pupil count of at least 700 pupils, the attached Inter-local Agreement shall become operative and the Alternative Organizational Structure (AOS) shall be formed with those Member School Units that voted to approve the Reorganization Plan. If the Reorganization Plan is approved by Member School Units with less than 700 students based on the average number of pupils on an October 1, 2006 subsidizable resident pupil count, the Inter-local Agreement shall not become operative and the AOS shall not be formed.

### 3.A (12) An Estimate of the Cost Savings to be Achieved by the Formation of a Regional School Unit and how these savings will be Achieved:

Central Office clerical positions will remain the same from 2009/2010 to 2010/2011.

The Central Office staff contracts transferred to EMASS are:

- \*1 Superintendent, Union 107 (contract expires 6-30-2011)
- \*2 Central Office Staff, Union 107 (contracts expire 6-30-2012)
- \*2 Central Office Staff, Union 110, MSAD 30 (contracts expire 6-30-2012)
- \*1 Special Education Director (contract expires 6-30-2012)
  - \*contracts that will be negotiated and approved by the AOS Board

There is a projected savings of \$70,000 in FY11 due to the elimination of one superintendent position. Since this is an administrative position, the projected cost savings will not have an adverse effect on instructional programming.

The Superintendent will serve as the Transportation Supervisor for the Eastern Maine Area School System.

Cost savings in FY 12 will be achieved by identifying efficiencies in central office business functions by identifying time saving solutions that will be implemented to bring 5% savings in business function (estimated \$10,000). A professional development plan will be developed and implemented by the Eastern Maine Area School System that will bring a 10% cost savings in current professional development costs (estimated \$4,000).

In FY13 an additional savings in Special Education Services and Administration are envisioned. Estimated cost savings is \$25,000.

### 3. A (13)Other Matters Determined to be Necessary;

**13-A).** K-12 Core Curriculum: The Eastern Maine Area School System will be responsible for adopting and maintaining a K-12 core curriculum and procedures for standardized testing and assessment aligned with the system of learning results established in Title 20-A, section 6209.

### 13-B). Tuition Contracts and School Choice:

Member School Units currently have the following tuition contracts with Lee Academy (Private Secondary School Approved for Tuition Purposes 9-12).

Unit	School Contracted	Expiration Date
MSAD 30	Lee Academy	June 30, 2012

Units that currently have tuition agreements may continue to negotiate tuition agreements in the future at the option of the Unit's school board. Students in grades 9-12 within East Range II CSD and other AOS Units currently having choice may choose to attend any secondary school approved by the State for tuition purposes. In such instances, the respective Unit pays up to the maximum state-allowable tuition for each student plus the insured value factor, if applicable. Towns in the existing Units that have no schools and that have choice of schools as of the operational date shall continue to have the same choices in the Eastern Maine Area School System. All towns that operate pre K-8 or K-8 schools will not have school choice for those grades. Nothing in this Plan or Inter-local Agreement shall be construed to abridge the powers of each Unit's Board in entering or terminating tuition contracts for resident pupils in its Unit.

### 13-C). Claims and Insurance:

Continuity of insurance shall be maintained with the assistance of counsel.

### 13-D). Less than 1000 Students:

Written demonstration filed with Notices of Intent.

### 13-E). Plan for Consistent Collective Bargaining Agreements:

There are two types of collective bargaining agreements in place within the Member School Units. The first type of agreement covers support staff. Each of the following Units have their own support staff contracts:

MSAD 30, East Range II CSD, Baileyville

The following are the expiration dates of all support staff contracts:

Town	Expiration Date
MSAD 30	June 30, 2011
East Range CSD II	June 30, 2010
Baileyville	August 31, 2010

The second type of collective bargaining agreement covers teachers. Each of the following SAUs have separate teacher collective bargaining contracts:

MSAD 30, East Range II CSD, Baileyville, and Princeton

The following are the expiration dates of all teacher collective bargaining contracts:

Expiration Date
August 31, 2011
June 30, 2010
August 31, 2010
August 31, 2010

The Member School Units of the Eastern Maine Area School System will meet jointly to develop and adopt a plan for consistent contracts upon the expiration of the existing collective bargaining agreements. Eastern Maine Area School System will develop consistent negotiating proposals in order to achieve greater consistency in the terms and conditions of employment. Consistency in the terms and conditions of employment does not require uniform salary schedules or benefits.

### 13-F). Plan for Consistent School Policies and School Calendar:

After July 1, 2010 the EMASS school board, working in conjunction with the school boards of the Member School Units will develop and adopt a plan for consistent school policies and consistent school calendars. The plan for consistent school calendars will be implemented on or before July 1, 2011. The plan for consistent school policies will be implemented on or before July 1, 2012. School calendars will be coordinated with receiving Career and Technical Education Center/Regions as schools within EMASS will have students in two different CTE schools for services.

### 13-G). State Subsidy:

In accordance with 20-A M.R.S.A. §1461-A, sub-§4, the Member School Units shall be recognized as discrete school administrative units for purposes of Title 20-A Chapter 606-B. The member entities shall provide any separate discrete data that is necessary for the Department of Education to perform these calculations.

### 13-H). Cost Sharing of AOS Central Office Budget:

The Member School Units shall share the costs of the AOS budget on the basis of and in proportion to their respective average number of resident subsidizable pupils on April 1 and October 1 of the preceding calendar year. The method of cost sharing of the AOS may be amended upon approval by a simple majority of the school board of each Member School Unit and by a simple majority vote of the legislative body of each Member School Unit.

### 13-G). Incorporation of Inter-local Agreement:

The Inter-local Agreement for the creation of the Eastern Maine Area School System, attached to this plan as Exhibit A, is expressly incorporated into and made a part of this plan.

### EXHIBIT A

### EMASS SCHOOL SYSTEM

Inter-local Agreement for Alternate Organizational Structure 30-AM.R.S.A. Chapter 115

Agreement made as of April 12, 2010 between the Baileyville School Department ("Baileyville"), a municipal school unit acting by and through its governing body; Cooper School Department ("Cooper"), a municipal school unit acting by and through its governing body; Grand Lake Stream School Department ("GLS"), a municipal school unit acting by and through its governing body; Meddybemps School Department ("Meddybemps"), a municipal school unit acting by and through its governing body; Princeton School Department ("Princeton"), a municipal school unit acting by and through its governing body; Talmadge School Department ("Talmadge"), a municipal school unit acting by and through its governing body; Waite School Department ("Waite"), a municipal school unit acting by and through its governing body with mailing addresses of School Union 107, P.O. Box 580, Baileyville, ME 04694; Carroll School Department ("Carroll"), a municipal school unit acting by and through its governing body; Reed School Department ("Reed"), a municipal school unit acting by and through its governing body; Lakeville School Department ("Lakeville"), a municipal school unit acting by and through its governing body; Drew School Department ("Drew"), a municipal school unit acting by and through its governing body; Macwahoc School Department ("Macwahoc"), a municipal school unit acting by and through its governing body with mailing addresses of School Union 110, 31 Winn Road, Lee, ME 04455; MSAD 30 ("MSAD 30"), a regional school unit acting by and through its governing body with a mailing address of MSAD 30, 31 Winn Road, Lee, ME 04455; CSD 12 ("CSD"), a community school district acting by and through its governing body with a mailing address of CSD 12, 31A Houlton Road, Danforth, ME 04424;

WHEREAS, subject to certain conditions of approval, the Member School Units intend to form an Alternate Organizational Structure (hereinafter "AOS") within the meaning of 20-A M.R.S.A. §1, sub-§26(c) and 20-A M.R.S.A. §1461-A for administration of certain aspects of their respective school systems; and

WHEREAS, the Member School Units intend to share services with respect to system administration, transportation administration, special education administration, professional development and administration of business functions including accounting, reporting, payroll, financial management, purchasing, insurance, and auditing; and

WHEREAS, the Member School Units propose to adopt a core curriculum, procedures for standardized testing and assessment aligned with the system of learning results, a plan for consistent school policies and school calendars, and a plan for consistent collective bargaining agreements; and

WHEREAS, the Member School Units intend to work together to identify additional areas where they may be able to achieve cost savings and/or enhanced educational programming and opportunities for students; and

WHEREAS, the Member School Units are public agencies of the State of Maine within the meaning of Chapter 115 of Title 30-A of the Maine Revised Statutes; and WHEREAS, 30-A M.R.S.A. §2203 provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Maine may be exercised jointly with any other public agency of the State of Maine by means of an Inter-local Agreement; NOW, THEREFORE, subject to certain conditions of approval as stated in Paragraph 17 hereof, the Member School Units enter into an Inter-local Agreement pursuant to Title 30-A M.R.S.A. Chapter 115 as follows:

- 1. <u>Purpose.</u> The purpose of this Inter-local Agreement is to reorganize the Member School Units into an Alternate Organizational Structure ("AOS") in order to achieve to goals of Maine's School Reorganization Law, PL 2007, Ch. 240 as amended, including enhanced student educational achievement and greater efficiency in the administration of public school programs.
- 2. Reorganization Plan for an AOS. The Member School Units have formed a Reorganization Planning Committee (hereinafter "RPC") for the purpose of developing a school reorganization plan for an AOS pursuant to Maine's School Reorganization Law (hereinafter "School Reorganization Plan"). The Member School Units agree to work with the RPC to develop a School Reorganization Plan for an AOS which can be submitted to the Commissioner of Education for approval and then submitted to the voters for approval at referendum in accordance with Maine's School Reorganization Law.
- 3: Creation of Legal and Administrative Entity. The inhabitants of and the territory within the Member School Units is hereby created as a body politic and corporate under the name of Eastern Maine Area School System (hereinafter "EMASS"). EMASS is an Alternate Organizational Structure within the meaning of 20-A M.R.S.A. §1, sub-§26(c) and 20-A M.R.S.A. §1461-A, a school administrative unit within the meaning of 20-A M.R.S.A. §1(26) and 30-A M.R.S.A. §2252, a quasi-municipal corporation within the meaning of 30-A M.R.S.A. §2351(4), a public agency within the meaning of 30-A M.R.S.A. Chapter 115, and a political subdivision within the meaning of 14 M.R.S.A. Chapter 741, §8102(3), and it shall have all other governmental authority and immunity as may be provided by any other applicable law.
- 4. <u>AOS School Board. EMASS</u> established pursuant to this Inter-local Agreement shall be governed by an AOS School Board comprised of representatives of each Member School Unit as follows:

Member School Unit	Number of Representatives
East Range II CSD	. 1
MSAD 30	2
Baileyville School Department	. 2
Cooper School Department	1
Grand Lake Stream School Department	1
Meddybemps School Department	1
Princeton School Department	1
Talmadge School Department	1
Waite School Department	1
Carroll Plt. School Department	1
Drew Plt. School Department	1
Lakeville Plt. School Department	1.
Macwahoc Plt. School Department	
Reed Plt. School Department	· <u>1</u> .
<u>-</u>	16

The AOS School Board shall use the weighted voting method. Until the 2010 and each subsequent Federal Decennial Census, each member's voting power shall be proportionate to the population of that member's municipality as shown below:

Member School Unit/Municipality	2008 Est. Federal Decennial Census	% of Population	Total Votes	Number of Directors	Number of Votes Per Director	% of Voting Power per Director	Total Votes by Municipality
East Range II CSD	224	4.2%	224	1	224	4.2%	224
MSAD 30	1657	30.8%	1657	2	829	15.4%	1658
Baileyville	1554	28.9%	1554	2	777	14.5%	1554
Cooper	134	2.5%	134	1	134	2.5%	134
Grand Lake Stream	137	2.5%	137	1	137	2.5%	137
Meddybemps	148	2.8%	148	1 .	148	2.8%	148
Princeton	817	15.2%	817	.1	817	15.2%	817
Talmadge	64	1.2%	64	1	64	1.2%	64
Waite	97	1.8%	97	1	97	1.8%	97
Carroll Plt.	138	2.6%	138	1	138	2.6%	. 138
Drew Plt.	55	1.0%	55	1	55	1.0%	55
Lakeville	60	1.1%	60	1	60	1.1%	60
Macwahoc Plt.	93	1.7%	93	1	93	1.7%	93
Reed Plt.	197	3.7%	197	1	197	3.7%	197

Total:	5375	100%	5375	16		
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The total votes cast by the directors of a municipality must equal the total population of the municipality. Thus, the plan is in compliance with the one man-one vote principle. The school board of each municipality in the AOS shall choose from its membership the representative(s) to the AOS school board to which that municipality is entitled. Membership on the AOS school board shall terminate at any time that a member of the AOS school board ceases to hold office as a member of the appointing school board. Any vacancy on the AOS school board shall be filled by the appointing school board. In June each year, the AOS school board shall choose by ballot from among its members a chair and secretary of the AOS school board for the ensuing year.

5. <u>School Systems of Member School Units.</u> Within each of their respective jurisdictions, Member School Units are currently responsible for operation of the following school grades:

Member School Unit	Grades		
Princeton	Operates grades pre-K through 8;		
Baileyville	Operates grades pre-K through 12		
MSAD 30	Operates grades pre-K through 8; contracts with Lee Academy for grades 9-12.		
CSD 12	Operates grades pre-K through 8; has school choice For grades 9-12.		
Cooper	Does not operate a school		
Grand Lake Stream	Does not operate a school		
Meddybemps	Does not operate a school		
Talmadge	Does not operate a school		
Waite	Does not operate a school		
Macwahoc Plt.	Does not operate a school		
Lakeville Plt	Does not operate a school		
Drew Plt.	Does not operate a school		
Carroll Plt.	Does not operate a school		

6. <u>Powers. Authority and Responsibilities.</u> There shall be an AOS central office under the direction and control of the AOS school board serving all of the Member School Units.

The AOS central office shall include without limitation a superintendent of schools, business manager, transportation director, special education director, and curriculum coordinator, provided that one person may hold more than one of these positions. The respective powers and duties of the AOS school board and superintendent of schools shall be governed by State law. The AOS school board shall be responsible for overseeing system administration, transportation administration, special education administration, professional development, administration of business functions (including accounting, reporting, payroll, financial management, purchasing insurance and auditing) and development and maintenance of a core curriculum and procedures for standardized testing and assessment aligned with the system of learning results for all of the Member School Units in the AOS.

The AOS School Board shall develop, adopt and implement a plan for consistent school policies and consistent school calendars in conjunction with the school boards of the Member School Units. The AOS School Board shall develop and adopt a plan for consistent collective bargaining agreements within the AOS.

More specifically, in furtherance and not in limitation of the powers and responsibilities of the AOS School Board as described above, the powers, authority and responsibilities of the AOS School Board shall include the following:

- a. Oversee the operation of the AOS central office;
- b. Annually develop and obtain legislative body approval for the AOS budget at an annual AOS budget meeting;
- c. Apportion to each Member School Unit its share of the AOS budget in accordance with the AOS cost sharing formula;

- d. Oversee central office business services, including accounting, reporting, payroll, financial management, insurance purchasing and auditing for the Member School Units;
- e. Accept and oversee the administration of balances, carryover funds or general reserves as provided in the Reorganization Plan and establish and oversee the expenditure of other reserve funds as approved through the AOS budget process and as permitted by applicable law;
- f. Own or lease and oversee management of AOS central office property and equipment;
- g To the extent permitted by law, authorize and oversee administration of construction and renovation projects or any part of such projects that pertain to the AOS central office;
- h. To the extent permitted by law, assume and incur debt or obtain other financing for the AOS central office, in addition to the authority of one or more Member School Units to incur debt for that purpose;
- i. Oversee administration of federal, state and other grants not overseen by the school boards of the Member School Units;
- j. Oversee filing of all required state and federal reports for the AOS and the Member School Units;
- k. Employ AOS central office personnel and oversee their wages, hours, and working conditions;
- 1. Oversee the supervision and evaluation of and adopt policies applicable to AOS central office employees;
  - m. Adopt a plan for consistent collective bargaining agreements in conjunction with the school boards of the AOS Member School Units;
  - n. Oversee and maintain a Pre-K-12 core curriculum for Member School Units and procedures for standardized testing and assessment aligned with the system of learning results;
  - o. Adopt and implement a plan for consistent school policies and consistent school calendars in conjunction with the school boards of the AOS Member School Units;
  - p. Administer and operate the transportation systems for all schools within the AOS Member School Units, and the administration of bus purchases and debt repayment.
  - q. Oversee administration of the bookkeeping and reporting requirements for school lunch programs for the AOS Member School Units;
  - r. Accept and oversee expenditure of gifts to the AOS central office;
  - s. Oversee contracts and lease agreements relating to the AOS central office;

- t. Distribute state subsidy among the Member School Units in accordance with the subsidy distribution method described in paragraph 10;
- u. Oversee administration of this Inter-local Agreement and, as deemed necessary from time to time, propose amendments to this Inter-local Agreement for approval by the legislative bodies of the Member School Units in accordance with the same procedures as the budget approval process in effect at the time and in accordance with applicable law.
- v. Authorize the superintendent of schools, subject to such limitations as the AOS school board may in its discretion determine, to designate one or more employees of the AOS or Member School Units with administrative certification from the State of Maine to attend meeting of the school boards of the AOS and Member School Units in place of the Superintendent of Schools.

### 7. Other Educational Improvements and Cost Savings.

The AOS and the Member School Units shall work together in a cooperative manner under the leadership of the AOS school board and the superintendent of schools to identify and implement additional measures to improve student achievement and create efficiencies in the delivery of educational services within and among the Member School Units in the AOS.

8. Budget Adoption Procedures. The AOS school board shall develop each year an annual budget for the AOS which shall be submitted to an AOS budget meeting of the voters of all of the Member School Units prior to calling the budget meetings of the Member School Units. The AOS budget meeting shall be conducted in accordance with the summary cost center budget format, to the extent applicable to the AOS budget, and the budget meeting procedure applicable to a regional school unit, except that the duties of the regional school unit board shall be performed by the AOS school board. The AOS budget must be approved by a majority of the voters at the AOS budget meeting from AOS Member School Units voting as a single body, as opposed to a majority of the voters from each Member School Unit. Following the adoption of an annual AOS budget at the AOS budget meeting, the AOS school board shall notify the Member School Units of their respective shares of the AOS budget as approved at the AOS budget meeting calculated in accordance with the cost sharing method in paragraph 9. The school board of each Member School

Unit in the AOS shall then develop its own school budget, including its share of the AOS budget, and submit it to the voters of that Member School Unit for approval at a meeting of its legislative body in accordance with applicable law. Following the budget meetings of the AOS and each Member School Unit, each Member School Unit shall adopt its budget in accordance with applicable law. If the budget of a Member School Unit required to conduct a budget validation referendum is not approved at a budget validation referendum, that Member School Unit shall repeat the budget adoption process until its budget is approved at both a budget meeting and budget validation referendum. Each Member School Unit's final share of the AOS budget shall be determined based on the final AOS budget as approved at an AOS budget meeting. The budget validation referendum procedure for a Member School Unit may be discontinued by the voters of that Member School Unit in accordance with the law applicable to a regional school unit. The AOS shall not have taxing power and the allocation of AOS costs to each Member School Unit under the cost sharing method in paragraph 9 shall not constitute the assessment of a tax. The Member School Units shall be solely responsible for raising taxes to pay their respective shares of the AOS budget. Each Member School Unit's share of the AOS budget shall be paid to the AOS as a contractual obligation under the terms of this Inter-local Agreement.

- 9. Cost Sharing of AOS Budget.
- a. The Member School Units shall share the costs of the AOS budget on the basis of and in proportion to their respective average number of subsidizable resident pupils on April 1 and October 1 of the preceding calendar year.
- b. Process for amending the AOS budget cost sharing formula:

The method of cost sharing of AOS costs may be amended upon approval by a simple majority of the school board of each member school unit and by a simple majority vote of the legislative body of each member school unit.

- Distribution of State Subsidy. In accordance with 20-M.R.S.A §1461-A sub-§4 the Member School Units shall be recognized as discrete school administrative units for purposes of title 20-A chapter 606-B. The AOS shall distribute state subsidy received by the AOS to each Member School Unit in the amount calculated and reported for that Member School Unit by the Maine Department of Education. The member entities shall provide and separate and discrete data that is necessary for the Department of Education to perform these calculations.
- 11. <u>Real Estate and Personal Property.</u> All real and personal property belonging to Member School Units shall remain the property of those Member School Units.

Any other real or personal property acquired for the operation of the AOS central office shall be owned by the AOS. Any other property of the AOS, or the proceeds from the sale of such property, shall be distributed to the Member School Units in proportion to the average over the three preceding fiscal years of their respective contributions to the AOS budget under the AOS cost sharing method.

- 12. <u>School Closing.</u> The closing of a school within a Member School Unit in the AOS shall be determined by the governing and legislative bodies of that Member School Unit in accordance with applicable law. The AOS school board and the legislative body of the AOS shall have no authority to close a school within a Member School Unit.
- 13. <u>Duration.</u> This Inter-local Agreement shall remain in effect from the date that the AOS becomes operational until this Agreement is terminated either pursuant to Paragraph 15 or by operation of law.
- 14. <u>Termination of Participation of Member School Unit.</u> The participation of a Member School Unit in this Inter-local Agreement and the AOS may be terminated for cause upon the failure of a Member School Unit to conform to the statutory requirements applicable to alternative organizational structures, including without limitation, failure to implement the core curriculum,

procedures for standardized testing and assessment, consistent school policies and school calendars, and/or the plan for consistent bargaining agreements approved by the AOS school board. Prior to any such termination, the AOS school board shall provide the non-conforming Member School Unit with written notice of its failure to conform to AOS statutory requirements and shall provide a 90 day opportunity to cure. If the Member School Unit fails to cure the non-conformity within the 90 day cure period, the AOS school board shall submit to the Commissioner of Education a plan for termination and equitable distribution and/or compensation with respect to that Member School Unit's proportionate share of the assets of the AOS. Upon approval of the Plan by the Commissioner, the Member School Unit's participation in the AOS and this Inter-local Agreement may be terminated by a vote of a majority of all the Members of the AOS school board including those from the Member School Unit whose termination is under consideration. The termination of a Member School Unit's participation shall become effective as of the end of the then current AOS fiscal year. Upon the termination of a Member School Unit's participation in the AOS, the AOS shall make a distribution of property and/or provide compensation to the terminated Member School Unit as provided in the plan approved by the Commissioner.

- Agrrement may be terminated upon approval by the Maine Commissioner of Education of a Plan of Termination prepared by the AOS school board or by the school board(s) of one or more Member School Units, and thereafter approved by the voters of the AOS or the voters of one or more Member School Units within the AOS, as may be provided in the Plan of Termination approved by the Commissioner.
- 16. Withdrawal from Inter-local Agreement. Whereas, East Range II CSD, MSAD 30,
  Baileyville School Department, Cooper School Department, Grand Lake Stream School
  Department, Meddybemps School Department, Princeton School Department, Talmadge School

Department, Waite School Department, Carroll Plt. School Department, Drew Plt. School Department, Lakeville Plt. School Department, Reed Plt. School Department and Macwahoc Plt. School Department wish to pursue the formation of an Alternative Organizational Structure (AOS) pursuant to Maine Law. See Maine Public Laws, Chapter 668 & 42 (2008); Whereas, the AOS will be subject to referendum approval by East Range II CSD, MSAD 30, Baileyville School Department, Cooper School Department, Grand Lake Stream School Department, Meddybemps School Department, Princeton School Department, Talmadge School Department, Waite School Department, Carroll Plt. School Department, Drew Plt. School Department, Lakeville Plt. School Department, Reed Plt. School Department and Macwahoc Plt. School Department; whereas, the parties wish to make it clear that either party will have the ability to withdraw from the AOS if one is created; now, therefore, the parties agree as follows: in the event that an AOS is formed to include East Range II CSD, MSAD 30, Baileyville School Department, Cooper School Department, Grand Lake Stream School Department, Meddybemps School Department, Princeton School Department, Talmadge School Department, Waite School Department, Carroll Plt. School Department, Drew Plt. School Department, Lakeville Plt. School Department, Reed Plt. School Department and Macwahoc Plt. School Department, the parties agree that any Member School Unit shall have the authority to withdraw effective at the beginning of any fiscal year provided that such withdrawal is approved by the public referendum within the withdrawing district to be held more than 60 days in advance of the fiscal year.

17. <u>Joinder of Additional Member School Units</u>: Subject to approval by the Commissioner of Education, a school administrative unit may join this Inter-local Agreement and the AOS as a Member School Unit upon a two-thirds vote of the full membership of the AOS school board, approved by the school boards of each Member School Unit and the school board of the school administrative unit proposing to join the AOS, and a favorable referendum vote in each Member

School Unit and in the school administrative unit proposing to join the AOS. Prior to calling the referendums in Member School Units, the school administrative unit proposing to join the AOS shall agree in writing to assume responsibility for the cost of conducting the referendum in each Member School Unit regardless of the final outcome of the referendum.

- 18. <u>Amendment of Inter-local Agreement</u>: This inter-local Agreement may be amended upon a two-thirds vote of the full membership of the AOS school board, approved by the school board of each Member School Unit, and a favorable referendum vote in each Member School Unit.

  Approved amendments shall be submitted to the Commissioner of Education for filing with the Secretary of State.
- Conditions of Approval. The approval of this Inter-local Agreement by the governing body 19. of each Member School Unit is contingent upon and subject to 1) submission of a School Reorganization Plan for an AOS which incorporates this Inter-local Agreement to the Commissioner of Education by the governing body of that Member School Unit, 2) approval of that School Reorganization Plan by the Commissioner of Education, and 3) approval of that School Reorganization Plan by the legislative body of that Member School Unit at referendum in accordance with this paragraph. This Inter-local Agreement shall not become effective, and the AOS shall not become operational, with respect to any Member School Unit whose governing body fails to submit the School Reorganization Plan for an AOS to the Commissioner of Education nor with respect to any Member School Unit if the legislative body of that Member School Unit fails to approve the School Reorganization Plan incorporating this Inter-local Agreement. This Inter-local Agreement shall not become effective with respect to any Member School Unit unless the School Reorganization Plan which incorporates this Inter-local Agreement is approved at referendum of the legislative body of that Member School Unit and by Member School Units with a subsidizable resident pupil count on October 1, 2006 of at least 700 pupils. If the School Reorganization Plan is

approved by the voters of Member School Units with an October 1, 2006 subsidizable resident pupil count of at least 700 pupils, but not by the voters of all of the Member School Units, then this Interlocal Agreement and the Reorganization Plan shall become effective, but only with respect to those Member School Units which have voted to approve the School Reorganization Plan. The AOS school board and the Commissioner of Education shall approve any changes to this Inter-local Agreement and the Reorganization Plan necessary to remove any Member School Units that fail to vote in favor of the School Reorganization Plan.

20. <u>Filing of Agreement.</u> Before becoming effective, this agreement shall be filed with the Secretary of State, the clerk of each municipality within the AOS, and the secretary of each Member School Unit within the AOS.

### 21. Miscellaneous Provisions.

- a. This Agreement shall be construed and enforced in accordance with the laws of the State of Maine.
- b. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- c. This Agreement constitutes the entire Agreement between the parties, supersedes all prior negotiations and understandings among them and shall not be altered or amended except as provided herein.
- d. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall constitute but one and the same instrument.
- e. The headings in this Agreement are for convenience of reference only and shall not affect in any manner any of the terms and provisions hereof.

Date: 4-16-10	REED SCHOOL DEPARTMENT BY: MICHOLLE AUSTIN
Date: 4-16-18	Municipal School Board, Its Chair
WITNESS:	Baileyville School Department
Susan Q La Plante	BY: My Marine
	Baleyvel Me, Its Chair Municipal School Board
	Date: 4 -14-7010, 2010
WITNESS:	Cooper School Department
Sucar De Callante	_BY: <u>Angela Bower</u> t
	Municipal School Board, Its Chair
	Date: 4/14/10 , 2010
WITNESS:	GLS School Department
EB Milaugh	BY: Gerober Wheats
	Grand Lake Stream, Its Chair Municipal School Board
	Date: 4/15/00_,2010
WITNESS:	Meddybemps School Department
EB M'hauge	BY: Dellin 2 ad
	Meddycenes, Its Chair Municipal School Board
·	Date: 4-15-10 2010

WAITE

EBM: Laugher	BY: Paula K Pres	JS_
	Municipal School Board	, Its Chair
	Date: 4 _ 14	, 2010
WITNESS:	Princeton School Department	
Gatay L. Hell	BY: Hemor Wenters	tic_
	Prince Lon Municipal School Board	_, Its Chair
	Date: 4 - 14	_, 2010
WITNESS:	Talmadge School Department	•
Susan D Sat Plante	BY: Robin Followie	
	Municipal School Board	
	Date: 4-14	, 2010
WITNESS:	SAD 30 School Department	00 -
Jan	_RY: Japhon Ma	llet
	School Board	_, Its Chair
	Date: 4 15 10	_, 2010
WITNESS!	East Range II CSD	
Jaren C. Trilos	BY: Jay In fellow	
	CSD 12 School Board	, Its Chair
	Date: 4-14-10	, 2010

WITNESS ON M. M.	CARROLL SCHOOL DEPARTMENT
- Jack Holl	BY: Eleanor M. Campbell
	Municipal School Board Its Chair
	Date: 4/15/, 2010
WITNESS:	Lakeville School Department
Palhala	BY:
	Municipal School Board  Municipal School Board
	Date:
WITNESS:	Drew School Department
- falf Hall	BY: Kinchelyhee  Trew Its Chair
	Municipal School Board, Its Chair
	Date: 4-15-2010, 2010
WITNESS:	Macwahoc School Department
	BY:  Jakana Frall, Its Chair  Municipal School Board
	Date: 4-15-10, 2010
AAAAT ALL	PPROVED PURSUANT D 30-AM.R.S.A. §2205 SY:
	Date: 1/22/10 2010

## EXHIBIT B RPC MEETING WEDNESDAY, APRIL 14, 2010 PRINCETON ELEMENTARY SCHOOL

#### REORGANIZATION COMMITTEE MINUTES

The meeting was called to order at 6:00 p.m. Mr. Clifford McPhee was introduced as RPC Chair. Mr. McPhee also serves as Chairman of the Baileyville School Committee. Introduction of those present:

<u>Name</u>	Unit/Role	Contact Information
Barry McLaughlin	Union 107 Supt.	207-427-6913
Mike Lambert	SAD 30/Union 110 Supt.	207-738-2665
Pat Metta	107 Principal	207-427-6135
Tony O'Berst	Princeton Selectman	207-796-0853
Robin Follette	Talmadge	207-796-5693
Phillip McDowell	Selectman	207-796-2389
John Leighton	Selectman	207-427-6956
George Metta	Baileyville	207-427-6135
Beth Phelps	Topsfield	207-796-5445
Robert Phelps	Topsfield	
Jay McLellan	Topsfield CSD 12	207-796-5023
James Bohanon	Union 107 Board	207-427-3342
Vernon Wentworth	Board Member	207-427-6920
Clifford McPhee	Board Member	207-427-3983
Angie Boisvert	Cooper School Board	207-454-3334
Erica Perkins	Cooper School Board	207-454-3186
Sue LaPlante	Principal Princeton	207-796-2253
Ronald Kelley	Teacher Princeton	207-796-2949
Carrie Perkins	Princeton	
Adrian Arsenault	Princeton	

Mr. McLaughlin, Superintendent of Schools in School Union 107, gave a history of the attempt to comply with the Administrative Reorganization Law, initially through the development of a proposal for an RSU. He outlined briefly the flexibility that the legislature and Governor had authorized recently with LD 570.

- Individual school subsidy printout.
- The required number of students (1000) had been waived under certain conditions.

Mr. McLaughlin stated his belief that the amendments might make consolidation in the area possible.

Mr. McLaughlin turned the meeting over to Mike Lambert, Superintendent of MSAD 30 and Union 110, to talk specifically about the elements of the plan. Mr. Lambert reviewed:

• The member units

- The size and composition of the AOS Board
- Voting method
- The duties of the local school board
- Disposition of property
- Disposition of indebtedness
- Assignment of contract and the handling of trust and reserve fund
- A transition plan for the first year for budget development and personal policies
- The mechanism for approving the plan and the threshold number of students required for the plan to go forward
- The cost savings were discussed. The reorganization would result in 1 Superintendent rather than the current 2 and part of another.

Mr. Lambert then discussed that the plan requires consistent calendars and policies. He stated that the cost sharing would be based on student enrollment.

Discussion of the required Inter-local agreement. Mr. McLaughlin reviewed the component of the Inter-local agreement that were not described as part of the description of the elements of the plan.

Mr. McLaughlin then reviewed the timeline that was required to be in compliance by July 1, 2010.

The following questions from the Planning Committee Members were addressed. It was noted that some of these would need to be addressed by the AOS Board if the plan was approved by the Commissioner and the local voters.

Do the local school boards still control their budget?

- Where is the central office to be located?
- How do office salaries currently compare?
- Who determines the person from each board on the AOS Board?
- How similar do teacher contracts need to be?

Motion: Vernon Wentworth

Second: Clifford McPhee

SUBMIT PLAN

Submit the described plan and Inter-local agreement to the Department of Education for approval.

### PASSED UNANIMOUSLY

Meeting adjourned at 8:45 p.m

Respectfully submitted,

Edwin B. McLaughlin